

SAMPLE MENTOR/PROTÉGÉ AGREEMENT

Mentor/Protégé Agreement

Between

Harrington Computer, Inc.

Charleston Computer Corporation

This Mentor/Protégé Agreement (“Agreement”) is between Harrington Computer, Inc. (“Protégé”), a Wyoming corporation with its principal place of business at 6879 Marsh Lane, Suite 100, Cody, Wyoming 821414, and Charleston Computer Corporation (“Mentor”), a Wyoming corporation with its principal place of business at 2349 Addison Road, Suite 598, Powell, Wyoming 82435 (collectively referred to as the “Parties”).

WHEREAS, the parties wish to formalize the proposed Mentor/Protégé relationship between Mentor and Protégé under the Small Business Administration’s (“SBA”) Mentor/Protégé Program established pursuant to 13-CFR-124.520; and

WHEREAS, the Parties agree that establishing a Mentor/Protégé relationship can enhance the capabilities of the Protégé and improve its ability to successfully complete for contracts consistent with the SBA’s Mentor/Protégé Program; and

WHEREAS, the Protégé can greatly benefit from the assistance that the Mentor proposes to offer, and the Mentor is well-qualified to provide the assistance within the context of the SBA Mentor/Protégé Program; and

WHEREAS, the Parties wish to carry out goals of this Agreement for the duration of the Protégé’s participation term in the SBA’s 8(a) program.

THEREFORE, consistent with these goals and the requirement of the SBA Mentor/Protégé Program, the Parties agree to the following:

1. Assessment of the Protégé’s Needs. As an 8(a) company seeking to develop a business base and an infrastructure to successfully participate and graduate from the 8(a) program as a viable company, the Protégé requires assistance in the following areas:

(A) Management and technical assistance –
Harrington’s recent successful bids on two large Navy contracts have highlight its need for sophisticated project management skills and specific technical assistance.

2. Assistance to Protégé. Mentor agrees to provide Protégé with following assistance:

(A) Management and technical assistance –

Charleston's successful past performance of four, large technically challenging Navy contracts has provided it with a wealth of personnel who are experienced in managing Navy contracts. Charleston will provide this expertise to Harrington via business to business informal exchanges and through the formers participation as a subcontractor to the latter's Navy contracts.

3. Submission of Application to SBA. The Parties agree to work together to prepare a submission to the SBA for approval of the relationship outline in the Agreement. In this regard, the Protégé agrees to assume primary responsibility for the preparation and submission of the documentation required by the SBA for approval of this Agreement.
4. Preparation of Mentor/Protégé Reports. The Mentor shall use its reasonable and best efforts to assist the Protégé in the preparation of the annual mentor/protégé report required by the SBA, and shall provide all necessary documentation as required by the SBA.
5. Effective Date. This Agreement is effective upon approval by the SBA for a period of one year. This Agreement is renewable in one-year options while the Protégé is participating in the SBA's 8(a) program, and provided the SBA approves the continuations of the relationship consistent with the Mentor/Protégé Program review process.
6. Termination of the Agreement. This Agreement may be terminated as follows:
 - (A) Voluntary Termination by the Mentor. Pursuant to 13-CFR-124.520(e)(3), the Mentor may voluntarily terminate this agreement if the Mentor no longer wishes to participate in the Program as a Mentor to a Protégé. The Mentor shall notify the Protégé and the SBA in writing at least thirty (30) days prior to the termination date.
 - (B) Voluntary Termination by the Protégé. Pursuant to 13-CFR-124.520(e)(3), the Protégé may voluntarily terminate this agreement if the Protégé no longer wishes to participate in the Program as a Protégé to a Mentor. The Protégé shall notify the Mentor and the SBA in writing at least thirty (30) days prior to the termination date.
 - (C) Termination by the SBA. Pursuant to the governing regulations, the SBA may terminate the Agreement based upon its annual review of the Mentor/Protégé relationship, as provided in 13-CFR-124.520(f)(3).
7. Effect of Termination. Termination of this Agreement shall not impair the obligations of the Mentor to perform its contractual obligations pursuant to government prime contracts being performed with the Protégé. Likewise, termination of this Agreement

shall not impair the obligations of the Protégé to perform its contractual obligations under any contract or subcontracts that the Protégé is performing with the Mentor.

8. Modifications. No modifications to this Agreement may be made without the consent, in writing, of both Parties and the SBA.

9. Notices and Points of Contact for the SBA Program Administration. The following individuals shall serve as the points of contact for administration of the development assistance program and are authorized to receive all notices under this Agreement.

Harrington Computer, Inc.

Charleston Computer Corporation

James F. Cooper

John T. Williams

President
6879 Marsh Lane
Cody, Wyoming 82414

President
Suite 598
Powell, Wyoming 82435

10. Status of the Parties. This Agreement, in and of itself, does not constitute, create or give effect to or otherwise establish a joint venture, partnership or any other business or organization. Unless provided by the terms of another agreement consistent with the governing regulations, the Parties are and shall remain independent contractors.

11. Integrated Document. This Agreement supersedes any and all previous understanding, commitments, or agreements, oral or written, pertaining to the SBA Mentor/Protégé Agreement.

Subject to the SBA's approval, this Agreement is entered into and effective as of the date of such approval, this 25th day of February, 2003 and executed by officials duly authorized to bind their corporations.

Harrington Computer, Inc.
Corporation

Charleston Computer

Name: James F. Cooper Title: President
Williams Title: President
Date: 2/2//03

Name: John T.
Date: 2/25/03